

TALMAGE'S SERMON.

PREACHED YESTERDAY IN BROOK-
LYN TABERNACLE.

Rev. T. DeWitt Talmage Makes a Personal Explanation in Regard to a Fraudulent Sermon—He Preaches a Sermon on the Subject of "The Swelling of Jordan."

BROOKLYN, February 27.—[Special].—At the tabernacle this morning a vast throng rose to sing the opening doxology:

"Praise God from whom all blessings flow."

After a brief exposition of scripture by the Rev. T. DeWitt Talmage, D.D., and the singing of a hymn, Professor Henry Eyrne Browne rendered an organ solo, Sonata No. 1, in D minor, by Glinka. The subject of Dr. Talmage's sermon was:

"The Swelling of Jordan," and his text, Jeremiah, chap. 12, v. 5: "If thou hast run with the footmen, and they have wearied thee, then how canst thou contend with horses? and if in the land of peace, wherein thou trustest,

The eloquent preacher said :

Not in a petulant, but in kindly terms, I must complain that a wrong has been done me, and the cause of honest journalism, by a pretended sermon that is going the rounds of hundreds of papers, with my name appended, a sermon entitled

"FRAUDS DETECTED;"

text Numbers, ch. 32, v. 23: "But if ye will not do so, behold ye have sinned against the Lord; and be sure your sin will find you out." No one sentence of that pretended sermon did I preach. If this were the only offense of the kind I would not speak of it. Such a fraud is not only a wrong to me, but to the gentlemen who at these tables, Sabbath by Sabbath, take accurate report of what is said and done; and is a gross wrong to the two thousand newspapers which give every week my sermon in full to their readers, and often at great expense to themselves. The only fault I have to find

with the newspaper press of this country is, that they treat me too well. But I cannot be made responsible for entire sermons, not one word of which did I preach. But now I turn from personal explanation to the more important subject of the text.

Jeremiah had become impatient with his troubles. God says to him: "If you cannot stand these small trials and persecutions, what

are you going to do when the greater trials and persecutions come? If you have been running a race with footmen and they have beaten you, what chance is there that you will out run horses?" And then the figure is changed. You know, in April and May, the Jordan overflows its banks and

THE WATERS RUSH VIOLENTLY

on, sweeping everything before them. And God says to the prophet: "If you are overcome with smaller trials and vexations, which have assailed you, what will you do when the assaults you annoyance and persecutions of life come in a freshet?" "If in the land of peace wherein thou trustest, they wearied thee, then how wilt thou do in the swelling of the Jordan?"

I propose, if God will help me, in a very practical way to ask—if it is such a difficult thing to get along without the religion of Jesus Christ, when things are comparatively smooth, what will we do without Christ, and

I know, what will we do without Christ's kind
 love, that is covering misdeeds and disasters of
 life, that will come upon us - if
 troubles, slow or sudden, appear, what will
 we do - when they take the feet of horses, and
 if now in our lifetime we are beaten, back and
 submerged or sorrow because we have not the
 religion of Jesus to comfort us, what will we
 do when we stand in death, and we feel all
 abandoned about us

"THE SWELLING OF JORDAN"
 The fact that you have come here, my brother,
 my sister, shows that you have some things
 in common with me. You believe in common with myself. You believe
 that there is a God. There is not an
 atheist in all this house. I do not believe
 that there ever was a true atheist in all the world.

Napoleon was on a snipe shoot bound for Egypt. It was a bright, starry night, and as he paced the deck, thinking of the great affairs of the world, the stars and the battlements of the city, he was in conversation about God. One of the men on the deck in conversation about God, one saying there was a God and the other saying there was none, Napoleon stopped and looked up at the starry heavens, and then he turned to these men in conversation, and said: "Gentlemen, I heard one of you say there is no God; if there is no God, will you please to tell me who made all that?" Ay, if you had not been persuaded of it before, you are persuaded of it now; for the shining heavens declare the glory of God and the earth shows his handiwork. But you believe more than that; you believe that there was a Jesus; you believe

that there was a cross; you believe that
YOU HAVE AN IMMORTAL SOUL.
 You believe that it must be regenerated by
 the spirit of God, or you can never dwell in
 his eternal. I think a great many of

you will say that you believe it is important to have the religion of Jesus Christ every day of our life, to smoothe our tempers and purify our minds, and hold us imperturable amid all the

have seen and vermillion of life. You and I
 have seen so many men trampled down by
 misfortune because they had no faith in Jesus.
 And you say to yourself: "If they were, we
 could be over the table of life what will be
 the reward?" **precious** the misfortune comes upon
 you, and you are crying: "Why have I not
 believed?" Oh, if we had, we would not have
 been so far from grace, and we look upon the
 dearest of our children, and our houses are
 devastated, **what** will become of us? What a
 great thing to see men all unhelped of
 God, going to see men all flight, **precious**
 in which to retreat, no promise of mercy to
 succumb to the evil, no look of refuge in which to
 hide from the blast. Oh, when the swift

courses of trouble are brought up, champing and panting for the race, and the reins are thrown upon their necks, and the lathered flanks at every spring feel

what can we do on foot with them? How can we compete with them? If, having run with the footmen, they wearied us, how can we contend with horses?

We have all yielded to temptation. We have been surprised afterwards that so small an inducement could have decoyed us from the right. How insignificant a temptation has some times captured our soul! And if that is so, my dear brother, what will it be when we

What is the secret of our weakness, what will it be when we come to stand in the presence of temptation that has prostrated a David, and a Moses, and a Peter, and some of the mightiest men in all God's kingdom? Now we are honest; but sup-

...because we were placed in some path of life, as
many of God's children have been where all
the forces of earth and hell combine to capture
him? Without Jesus we would go down
under it. I already we have been beaten by
insignificant footmen, we would be distanced
ten thousand leagues by the horse. As I
don't like to hear a man say: "I could pot-
entially catch such a fish as that. I can't understand
how a man could be carried away like that."
You don't know what you could do if the grace
of God lets you. You know

WHAT JOHN BARNARD SAID
WHEN HE WAS ASSASSINATED along the
way to his execution.

street, thoroughly embroiled in his habits. He said: "There goes John Bunyan, but for the grace of God!" I can say when I see the utterly fallen: "There goes DeWitt Talmage, but

for the grace of God?" If we have been delivered from temptation it is because of the strong arm of the Lord Almighty has been about us, and not because we were any better than they. It is a great folly to borrow trouble. If we can meet the misfortunes of today, we will be able to meet the troubles of tomorrow, but suppose now if through a

ack again? Would you have them take the
siek of temptations which throng every human
athway? Would you have them cross the
ordan three times in addition to crossing it
iready, and cross it again to greet you now,
and then cross back afterward? for certainly
ou would not want to keep them
FOREVER OUT OF HEAVEN.
If they had lived forty or fifty years longer.

[Continued on 4th Column 2d Page.]

THE SUPREME COURT.

DECISIONS RENDERED SATURDAY, FEBRUARY 26, 1887.

Hon. Logan E. Bleckley, Chief Justice, and Hon. Samuel Hall and M. R. Brantford, Associate Justices, Reported by J. H. Lumpkin, Reporter, for the Constitution.

DeVaugh vs. Minor, et al. Equity. From Maccon. Easement. Nuisance. Injunction. Damages. (Before Judge Fort.)

(Bleckley, C. J., and Hall, J., being disqualified, Judge Fort, and Jenkins, of the Flint and Ocmulgee circuits, were appointed to preside in their stead.)

Jenkins, J.—1. While it is true that, although there may be no grant, by deed, of an easement or other incorporeal hereditament, yet if a party has been led to incur expense in consequence of having obtained a parcel of land from another to do an act, and the license has been acted upon, the other party cannot be permitted to recall his license and treat the other as a trespasser for having done the very act; yet if there be no license, or act from which a license will necessarily follow, a person erecting a dam, so as to flood the land of another, is a trespasser, and acts as his peril. Nor can expenditures by a trespasser, whether made prior or subsequent to the act of trespass, strengthen his position or weaken that of the person upon whom the trespass is committed. Therefore, where there was no proof of a license to erect such a dam or flood the land, evidence of such expenditures should not have been admitted on objection.

2. All injury to health is special, and necessarily limited in its effect to the individual affected, and is, in its nature, irreparable. It matters not that either within the sphere of the operation of the nuisance, whether public or private, may be affected likewise. If the pond of the defendants, if reproduced, would be a nuisance, public or private, and would, to a reasonable degree, affect injuriously the health of the complainant, he would be entitled to a remedy by injunction; and it would be true, regardless of whether the damage would occur from the "situation of his house, the topography of the country, or other cause peculiar to him," as stated in the charge, Code, §3002.

(a.) The charge of the court on this subject was erroneous.

Judgment reversed.

Guerry & Son, for plaintiff in error.
A. E. Hawkins; E. G. Simmons; John W. Haygood; W. H. Fish, for defendants.

Colcord et al. vs. Carr. Trespass. From Dodge. License. Notice. Turpentine. (Before Judge Kibbee.)

Bleckley, C. J.—1. An executory license to cut trees after the "scrape" has been taken off, is modified by notice not to cut till the "scrape" has been removed.

2. Where the original license was by letter to a third person, and by oral communication from that person to the licensee, a subsequent modification by parol would be ineffective.

Judgment affirmed.

Roberts & Smith, by Harrison & Peoples, for plaintiff in error.
L. A. Hall; W. L. Grice, for defendant.

Linton vs. Harris. Ejectment. From Worth. Judgments. Res Adjudicata. (Before Judge Bower.)

Bleckley, C. J.—1. A vendor who gave bond for title, took a note for the purchase money, received part payment, indorsed the note and put it in circulation, and then, whilst an acceptor, was by the holder against the maker was pending, took up the note and prosecuted the action for his own benefit, is bound by the judgment rendered in that action, although not a party to the record.

2. The defense set up to that action being that the consideration of the note, as to the unpaid balance, had failed because the title to a certain portion of the premises was not in the vendor but in a third person, and therefore the vendee could not convey in compliance with his bond; and this defense having been fully litigated, and judgment rendered for the vendee, such judgment is conclusive upon the vendee in a subsequent action for ejectment brought by him against the vendee to recover this disputed portion of the premises, the sole question of title arising in the latter action being the same as that which was adjudicated in the first.

Judgment affirmed.

R. Hobbs; D. A. Vason, for plaintiff in error.
D. H. Pope; G. J. Wright, for defendant.

Burks, adm'r, et al. vs. Beall, ex'r. Injunction. From Doughtery. Administrators and Executors. Partnership. Injunction. Year's support. Dower. (Before Judge Bower.)

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testimonies at variance with his sworn testimony, will not work a new trial. 56 Ga. 363.

Judgment affirmed.

O. G. Gurley, for plaintiffs in error.
Donaldson & Hawes, for defendants.

Martin, for use, vs. Lamb & Co. Complainant.
From Pulaski. Promissory Notes. Principal and Agent. Parol. Pleadings. Amendment. Verdict. (Before Judge Simmons.)

Bleckley, C. J.—1. A promissory note payable to the order of an agent of a corporation (the principal as well as the agent being specified by name) is, in legal effect, payable to the corporation, and while the agent can maintain an action thereon so can the principal.

2. An action upon such a note by the agent for the use of the principal, is virtually an action by the principal, and the agent is not a party to the action, and the action will not affect the suit. The words importing that the agent acts and that the suit is for use of the principal are surplusage, and may be stricken from the declaration by amendment at any time, whether before or after verdict.

3. A plea of non est factum, or of non-partnership, sworn to by the defendant "to the best of his knowledge and belief" does not cost the cause upon the plaintiff, but only entitles the defendant to go to the jury and establish his defense.

4. The evidence, construed most strongly against the defendant, who was the only witness, warranted the verdict.

Judgment reversed.

J. H. Martin, for plaintiff in error.
A. C. Pace; W. F. Kelley, for defendants.

Baggett et al. vs. Truluck, Equity. From Decatur. Interest and Usury. Title. Deeds. Evidence. Witness. (Before Judge Bower.)

Bleckley, C. J.—1. A conveyance of land made nominally in payment of an usurious debt, but really as security for its payment, and in pursuance of an agreement by the creditor to reconvey on such payment, is tainted with usury and void.

2. To stop interest by payment of a note, and continue it under the name of rent, is one of the most common devices to cover up usury.

3. Where the creditor is the only witness, and the defendant is the only one who has knowledge of the facts, the burden of proof is on the defendant to establish the facts.

Judgment reversed.

A. Russell; A. L. Hawes, for plaintiffs in error.
R. R. Terrell; O. G. Gurley, for defendant.

Potter vs. Swindle. Complaint. From Mitchell. False Imprisonment. Damages. Verdict. Charge of Court. (Before Judge Bower.)

Bleckley, C. J.—1. Through an arrest without warrant being justifiable, yet to detain the prisoner longer than a reasonable time for suing out a warrant, then to hand-cuff him, carry him out of the county, and there incarcerate him for days, under no warrant whatever, is false imprisonment, and is not kidnapping, and a finding by the jury of twenty-five dollars damages is no compensation for the injury.

2. The case, although it was of it, not being one for nominal damages only, it was error to suggest to the jury that a finding of one cent was legally possible under the declaration.

Judgment reversed.

J. H. Pope, for plaintiff in error.
I. A. Bush, by J. H. Lumpkin, for defendant.

Hirsch vs. Fleming et al. Certiorari, from City of Atlanta. Title. Attorney and Client. Title. (Before Judge Adams.)

Hall, J.—1. Where property was removed from the premises of the owner to the house of another, and was sold, paid for and delivered before the institution of the action, the original owner, and subsequently, upon the rendition of judgment against him, was levied on; and where a justice and a jury in that court, on appeal, both found the property not subject to the levy, there was no error in sustaining this finding, on certiorari.

2. Where attorneys had a claim of their client for collection, and accepted in payment or part payment of the claim, the client's property, they had title thereto, and could claim the property, when levied on under a judgment subsequently obtained by a third party.

3. Nor could the plaintiff in such judgment defeat their claim on the ground that the client's property, they had title thereto, and could claim the property, when levied on under a judgment subsequently obtained by a third party.

4. Nor could the plaintiff in such judgment defeat their claim on the ground that the client's property, they had title thereto, and could claim the property, when levied on under a judgment subsequently obtained by a third party.

5. Nor could the plaintiff in such judgment defeat their claim on the ground that the client's property, they had title thereto, and could claim the property, when levied on under a judgment subsequently obtained by a third party.

6. Nor could the plaintiff in such judgment defeat their claim on the ground that the client's property, they had title thereto, and could claim the property, when levied on under a judgment subsequently obtained by a third party.

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15. Nor could the plaintiff in such judgment defeat their claim on the ground that the client's property, they had title thereto, and could claim the property, when levied on under a judgment subsequently obtained by a third party.

statements of another witness, did not require a new trial.

Judgment affirmed.

Donaldson & Hawes, for plaintiff in error.
Mason O'Neal; O. G. Gurley, for defendants.

Kavanaugh vs. Mobile & Girard Railroad. Refusal of Injunction. From Muscogee. Damages. Nuisance. Injunction. Municipal Corporation. Columbus. (Before Judge Willis.)

Blanchard, J.—1. If a street in a city is occupied by the side-tracks of a railroad company and its cars and engines, without authority of law, it is a public nuisance. If the owner of adjoining property suffers special damage therefrom, in which the public do not participate, this entitles her to maintain an action. And if the injury, from its nature, is not susceptible of being adequately compensated by damages at law, or is such that, from its continuance, a permanent mischief must occasion a constantly recurring grievance, which cannot be otherwise prevented, equity will enjoin it. Code, §2897, 2898; 6 East, 427; 3 Campbell, 224; 3 Bl. Comm, 215; 5 Popham, 2 Story's Eq. Jur. 929; 9 Ga. 425; Supp. to 33 Ga. 141; 30 Ga. 507; 64 Id. 423; 6 Johns. Ch. 439; 2 Dillon Mun. Corps, 661-669; 72 Ga. 172.

2. Under the act incorporating the city of Columbus, as construed by this court, the city in the streets is in the state, and the use in the public; and the municipal authorities have no power to authorize any obstructions to be placed in the streets, legislative action being necessary for that purpose. The act of 1857, authorized the connection of the Muscogee railroad with the Opelika Branch Railroad and the Mobile and Girard railroad at Columbus, by extending their roads through the city, and the streets, with such side tracks, turn-outs and sheds as might be necessary for the convenience of freights and passengers, provided they first obtained the assent of the city, and the city, upon such terms as might be agreed on, and the vote was in favor of "connection," this action, without more, did not authorize the laying of side-tracks in the city streets, and the city, without further authority, grant such power.

Judgment reversed.

N. W. Little; W. A. Carter, for plaintiff in error.
Reedley, Brannon & Battle, for defendant.

Tucker vs. Walters. Case, from Dougherty. Damages. Tort. Opprobrious Words. Charge of Court. Assault and Battery. Justification. Verdict. (Before Judge Bower.)

Bleckley, C. J.—1. Where a defendant is brought, and it is alleged that the defendant had taken the plaintiff with a knife, and on the trial it appeared that a difference as to a certain indecent arose between the parties; the plaintiff testified that he saw the defendant strike and crush him down upon the floor, and while in this condition the defendant took a knife and stabbed the plaintiff in the leg—it was error for the court to ask the jury to determine whether the words spoken by the defendant, whether in a mild, kind or insulting manner, were not appropos words, and that the manner in which they were spoken would not make them so.

2. The jury, in determining whether, under all the facts and circumstances of the case, the words were opprobrious and abusive or not, and whether or not the battery on the part of the plaintiff upon the defendant was justified.

3. The facts in this case required a verdict for the defendant, and a new trial will not be required by the erroneous charge of the court. Even if the words were abusive, the plaintiff followed up this battery with another, without justification; and if it were necessary to the case of defendant for him to use his knife, he was justified in doing so.

Judgment affirmed.

R. Hobbs; D. H. Pope, for plaintiff in error.
W. T. Jones; C. B. Wooten; R. F. Lyon, for defendant.

Candle vs. Rice. Assignee. Injunction. From Fulton. Judgment. Parties Set-off. Attorney and Client. Liens. Injunction. Practice in Superior Court. (Before Judge Marshall, J. Clarke.)

Bleckley, C. J.—1. When a defendant in a judgment obtained in the city court of Atlanta thereafter purchased, and had assigned to him a judgment alleged to have been previously obtained in the superior court against the plaintiff by another, and moved to set it off against the plaintiff's judgment; and where the plaintiff moved to set aside the judgment establishing as the last judgment assigned; and thereupon the defendant admitted that his application to set off and filed an equitable answer to the motion to set aside, praying that the enforcement of the plaintiff's judgment be enjoined until the motion to set aside should be determined; and where the attorneys of the plaintiff appeared and showed that they had a half interest therein, the court should not have refused to permit them to be made parties, but should have required that they be made so.

2. Where a defendant, after the rendition of a judgment against him, purchased, and had assigned to him a judgment, previously obtained by another, and moved to set it off against the plaintiff's judgment, he could not set it off against the plaintiff's judgment so as to prevent the latter's attorneys from recovering their fees and to abrogate the lien of the attorneys for their fees. Therefore, if the interest of the attorneys appear, they should not be enjoined from using the judgment to obtain the fees to which they are entitled, pending a litigation between the parties to the validity of the assigned judgment. Code, §1169; 18 N. Y. 365; 1 Tenn. 123; 4 N. H. 347; 62 Me. 286; 56 Id. 179; 9 Bush (Ky.), 659; 5 Fla. 183; 4 Cow. 416; 38 Ala. 827; 5 Day, 164; 1 Paige Ch. 672.

3. Where a defendant, after the rendition of a judgment against him, purchased, and had assigned to him a judgment, previously obtained by another, and moved to set it off against the plaintiff's judgment, he could not set it off against the plaintiff's judgment so as to prevent the latter's attorneys from recovering their fees and to abrogate the lien of the attorneys for their fees. Therefore, if the interest of the attorneys appear, they should not be enjoined from using the judgment to obtain the fees to which they are entitled, pending a litigation between the parties to the validity of the assigned judgment. Code, §1169; 18 N. Y. 365; 1 Tenn. 123; 4 N. H. 347; 62 Me. 286; 56 Id. 179; 9 Bush (Ky.), 659; 5 Fla. 183; 4 Cow. 416; 38 Ala. 827; 5 Day, 164; 1 Paige Ch. 672.

4. Where a defendant, after the rendition of a judgment against him, purchased, and had assigned to him a judgment, previously obtained by another, and moved to set it off against the plaintiff's judgment, he could not set it off against the plaintiff's judgment so as to prevent the latter's attorneys from recovering their fees and to abrogate the lien of the attorneys for their fees. Therefore, if the interest of the attorneys appear, they should not be enjoined from using the judgment to obtain the fees to which they are entitled, pending a litigation between the parties to the validity of the assigned judgment. Code, §1169; 18 N. Y. 365; 1 Tenn. 123; 4 N. H. 347; 62 Me. 286; 56 Id. 179; 9 Bush (Ky.), 659; 5 Fla. 183; 4 Cow. 416; 38 Ala. 827; 5 Day, 164; 1 Paige Ch. 672.

5. Where a defendant, after the rendition of a judgment against him, purchased, and had assigned to him a judgment, previously obtained by another, and moved to set it off against the plaintiff's judgment, he could not set it off against the plaintiff's judgment so as to prevent the latter's attorneys from recovering their fees and to abrogate the lien of the attorneys for their fees. Therefore, if the interest of the attorneys appear, they should not be enjoined from using the judgment to obtain the fees to which they are entitled, pending a litigation between the parties to the validity of the assigned judgment. Code, §1169; 18 N. Y. 365; 1 Tenn. 123; 4 N. H. 347; 62 Me. 286; 56 Id. 179; 9 Bush (Ky.), 659; 5 Fla. 183; 4 Cow. 416; 38 Ala. 827; 5 Day, 164; 1 Paige Ch. 672.

6. Where a defendant, after the rendition of a judgment against him, purchased, and had assigned to him a judgment, previously obtained by another, and moved to set it off against the plaintiff's judgment, he could not set it off against the plaintiff's judgment so as to prevent the latter's attorneys from recovering their fees and to abrogate the lien of the attorneys for their fees. Therefore, if the interest of the attorneys appear, they should not be enjoined from using the judgment to obtain the fees to which they are entitled, pending a litigation between the parties to the validity of the assigned judgment. Code, §1169; 18 N. Y. 365; 1 Tenn. 123; 4 N. H. 347; 62 Me. 286; 56 Id. 179; 9 Bush (Ky.), 659; 5 Fla. 183; 4 Cow. 416; 38 Ala. 827; 5 Day, 164; 1 Paige Ch. 672.

7. Where a defendant, after the rendition of a judgment against him, purchased, and had assigned to him a judgment, previously obtained by another, and moved to set it off against the plaintiff's judgment, he could not set it off against the plaintiff's judgment so as to prevent the latter's attorneys from recovering their fees and to abrogate the lien of the attorneys for their fees. Therefore, if the interest of the attorneys appear, they should not be enjoined from using the judgment to obtain the fees to which they are entitled, pending a litigation between the parties to the validity of the assigned judgment. Code, §1169; 18 N. Y. 365; 1 Tenn. 123; 4 N. H. 347; 62 Me. 286; 56 Id. 179; 9 Bush (Ky.), 659; 5 Fla. 183; 4 Cow. 416; 38 Ala. 827; 5 Day, 164; 1 Paige Ch. 672.

8. Where a defendant, after the rendition of a judgment against him, purchased, and had assigned to him a judgment, previously obtained by another, and moved to set it off against the plaintiff's judgment, he could not set it off against the plaintiff's judgment so as to prevent the latter's attorneys from recovering their fees and to abrogate the lien of the attorneys for their fees. Therefore, if the interest of the attorneys appear, they should not be enjoined from using the judgment to obtain the fees to which they are entitled, pending a litigation between the parties to the validity of the assigned judgment. Code, §1169; 18 N. Y. 365; 1 Tenn. 123; 4 N. H. 347; 62 Me. 286; 56 Id. 179; 9 Bush (Ky.), 659; 5 Fla. 183; 4 Cow. 416; 38 Ala. 827; 5 Day, 164; 1 Paige Ch. 672.

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LOOK OUT!

Compare this with your purchases.

DR. J. B. BROWN'S
DIETETIC

THE CONSTITUTION.

EVENTS FOR TODAY.

AMUSEMENTS.
OPERA HOUSE—FANNIE DAVENPORT IN
FEDORA, TONIGHT.

THROUGH THE CITY.

Fecund Paragraphs Caught on the Fly by
the Constitution Reporters.

A NEW WARNING.—The Ballard Transfer
company is erecting a new building over their
main entrance at the union passenger depot.

THE COLD SNOW.—The cold weather, which
was ushered in Saturday night, caused great
discomfort among the poor people of the city.

SLOWLY SINKING.—Dr. John G. Westmore
land, who is lying critically ill at 50 Houston
street, is slowly sinking, and his death is ex-
pected at any moment.

THE EVANGELISTS.—The South Carolina
evangelists, who pitched their gospel tent at
the corner of Hunter and Loyd streets, are
meeting with much success.

COLORADO EMIGRANTS.—Several squads of
colored people from North and South Carolina
passed through the city last week en route to
Kansas and Arkansas to work on farms in
those states.

TAKEN HOME.—Frank E. Mendel, deputy
chief of Chatham county, came to Atlanta
yesterday armed with the papers necessary to
carry his way back to Savannah. Wyatt
was carried back last night.

ST. PHILIP'S MISSION.—An entertainment
will be given by this branch of St. Philip's
church in the near future, the object being to
raise funds to pay for the organ. Ten cents
admission will be charged.

INVESTIGATING CRAWFORD.—A Revenue
Agent Dunlap, of Paris, Tenn., has been doing
some service in this collection district during
the past week. He has been sent here to in-
vestigate the Crawford case.

CAPTAIN A. W. FITE IN COMMAND.—During
the absence of Collector Crenshaw in Wash-
ington, Deputy Collector A. W. Fite is in charge
of the office. The moonshiner will have to
keep sharp while Fite is on deck.

R. G. DUN & CO.'S NEW BRANCH.—The well
known and deservedly popular mercantile
agency of R. G. Dun & Co., will open on the
first of March a branch office at 55 Cherry
street, Macon. The branch will be under the
charge of Mr. S. Hollander, who has been
thoroughly trained for the work in the Louis-
ville and Atlanta offices.

A SOAP FACTORY FOR ATLANTA.—It is very
likely that a soap factory will be established
in this city in a few days. Last Saturday a
party of Ohio gentlemen arrived here for that
purpose, and if an eligible site can be selected,
ground will be broken at once and the erection
of the building begun. It is the intention of
these gentlemen to manufacture soap not only
for Atlanta, but for the whole south. They
have looked over several cities in the south,
and finally settled upon Atlanta as the most
favorable point, partly on account of the
city's railroad connections. The manufactory
will give employment to about one hundred

two STILLS CAPTURED.—Internal Revenue
Agent Dunlap, of Tennessee, who has been in-
vestigating the Crawford case, has captured
two stills. Deputy Marshal McDonald and
Deputy Marshal Abernethy made a successful
raid into Douglas county Saturday night. They
seized one eighty-gallon copper still, cap and
worm, one seventy-five-gallon copper bottom
wooden still and worm, and destroyed 1,200
gallons beer, ten gallons singling, two bushels
corn meal and fourteen pounds of sugar. The
property of Jim Gory and Oliver Blount, who were
arrested and brought to Atlanta last night,
and will be tried before Commissioner Haight
today. This is Colonel Dunlap's first raid in
Georgia, and he is to be complimented on his
successful termination. Colonel Dunlap is a
good Tennessee democrat and a fine officer.

THE CHURCHES.

Sermons Preached Yesterday by the Var-
ious Ministers of the City.

At the First Methodist church Dr. Morrison
preached to large and appreciative congrega-
tions morning and evening. His morning
subject was the "Necessity of Conversion." The
pastor's discourse was founded on John
3:16, and 3:18, and 3:36. He declared that
born again he cannot see the kingdom of God.
The eloquent preacher made very plain to his
hearers the absolute necessity for a change of
heart, as well as of life—a radical, thorough
recreation—a regeneration—not merely the
giving up a few sinful habits, but the turning
away with loathing from them all. In the
evening he took for his subject "The Broken
Bread."

Large congregations were present both
morning and evening at Trinity Methodist
church to hear Rev. J. W. Lee.

At the First Baptist church Rev. J. B. Haw-
thorne preached to a large congregation. His
subject was "The Broken Bread." In the evening
Rev. W. C. McCall, pastor of the Third Baptist
church, took for his morning subject "Paul
Before Felix." In the evening "No Room
for Jesus." Both sermons were attentively lis-
tened to. In the afternoon the ordinance of
baptism was administered.

At St. Philip's Episcopal church Rev. Byron
Holley officiated both morning and evening.
Holy communion was partaken of at 9:30 a. m.
by a large number of communicants. There
were full congregations present at both services.

Rev. Zachary Eddy, pastor of the Church of
the Redeemer, Congregationalist, preached in
the morning on "The Christian's Duty to His
Rock," and in the evening he took for his sub-
ject "The Acknowledged Failures of Infidelity." His
remarks were received with great attention.

At Berean Congregational church Rev. Wil-
liam Shaw preached a sermon to the Sunday-
school children, taking for his subject, "Shin-
ing Lights in a Dark World," and in the evening
he took for his subject "The Christian's Duty
to His Rock." A strong revival life.

Rev. N. K. Smith delivered a sermon at the
Third Presbyterian church in the morning to
the members of the Atlanta Artillery. There
was a full attendance of the company, who ap-
peared in their uniforms.

OUTWITTED THE FARMER.

How Some Indiana Speculators Got the Best
of a Trade.

Colonel George W. Adair, the well known
real estate man, visited Chattanooga one day
last week and came back running over with
reminiscences of his trip. In conversation
with a CONSTITUTION reporter the colonel re-
lated the following:

"While I was in Chattanooga I was witness to
a very amusing land transaction. A party of
Indiana speculators were there looking around
for land. We took a drive over the city in
the morning, and then went out about five
miles to a farmer's house for dinner. The
farmer's name has slipped my memory, but his
manner was very courteous and he prepared
for us a feast fit for a king, and I say 'I
haven't felt hungry since.' In the remarks
that passed between the landlord and his
guests, the farmer learned the mission of the
men from Henderson, and he proposed a
drive over his farm after dinner, which, of
course, was accepted. The farm contained
about 100 acres. Returning, one of our party
asked the farmer what he would take for his
place, at the same time displaying a large roll
of bank bills. The farmer, who had been
popped out of their pockets, he evidently not
having seen such a big pile of money before.
The farmer hesitated awhile before answering,
and then said '\$5,000, which he remarked
afterward he intended as a bid. The money
was paid over. The purchaser called for a
piece of paper, and on it he drew a plat of the
land, subdividing it into lots.

"Now," said the purchaser, addressing the
farmer, 'will you take these two corner lots?'
The farmer replied yes, and in the final settle-
ment the former owner of the place was in-
debted to the Indiana man to the tune of
\$2,000.

REAL ESTATE.

THE WET WEATHER SLIGHTLY IN-
TERFERES WITH THE BUSINESS.

But the Demand Continues Active and the Feeling
Extremely Healthy—Persons From a Distance
Anxious to Invest Their Money in Atlanta
Real Estate—Industries on Tap.

The past week has been a very disagreeable
one for outdoor business, but the effect of the
rain has hardly been felt in real estate circles.
The demand, which commenced about two
months ago, keeps right on. More property of
all kinds has been sold within this period than
in any similar time in the past five years, and
the prospects are that the good work will con-
tinue.

A CONSTITUTION reporter called upon sev-
eral of the real estate agents Saturday and
their views are given below.

COLONEL G. W. ADAIR.

Colonel Adair was found in his office busily
engaged in answering the many inquiries of
persons who were seeking investments. "Colonel,"
said the reporter, "please give me your
opinion on the state of the market?"

"Well, considering the bad weather we have
had the past week, trade has been remarkably
good. My sales for the week though, will
compare very favorably for any previous time
in the past two months. 'You see,' continued
the colonel, 'many of the roads are almost
impassable—which prevented me from show-
ing property. The inquiries received by me
have been quite numerous, and if next week
proves pleasant and the roads become in better
condition, I expect to make several large sales,
as my books will show.'"

"What do you think of the outlook?"

"Oh, as I have said before, Atlanta has
passed the inflation period and is now on a
solid basis."

MR. G. H. EDDLEMAN.

"The demand for city and suburban property
has been unusually good for the last month,
and I am satisfied it steadily increasing. Sub-
urban property—in fact, any not close in, you
know has been extremely dull for the last two
years. This has taken a decided change and
many large sales have been recently made at
good prices. I consider this very encouraging,
as it shows the city is still growing and ex-
panding out. Outside property on all the main
residence streets is now much sought after and
some of it rapidly advancing in price."

"Where do the buyers come from?"

"From almost everywhere. Of course, great
many sales are being made to parties who al-
ready live here, but strangers are attracted to
Atlanta from all sections of the country, on
account of our mild, healthy climate, pure wa-
ter and fine public schools. And when they get
here and see what a solid, pushing,
sober and contented population we have
they are not long in investing their money."

"Hence the great activity in the real estate mar-
ket and the steady growth and prosperity of
our city. Why, a person can live in Atlanta
the year round, and this is more than can be
said of some of our sister cities. This fact is be-
coming more and more appreciated, and alone
brings many people to Atlanta to locate."

"How about building this spring?"

"There will certainly be a great many houses
built this spring and summer, probably more
than any previous year. In the past ten days
I have sold quite a number of vacant lots to
parties who will build immediately, and I
think all of the other agents have had a good
trade in vacant property."

"Do you think we will have a boom?"

"No, I do not. Atlanta is now on a solid
basis, and has passed through, and over all such
'fits and starts.' Her people have learned to act
with more discretion and have more money
than people to Atlanta to locate."

"No, sir, what we want and what we are sure
to have is a healthy, steady and certain advance
in our real estate."

WEST & GOLDSMITH.

were very busy with their office full of people.
They said:

"There is a steady and increasing demand for
Atlanta real estate and suburban property,
both by people and non-residents, and while
we do not call it a boom, still there is no
greater activity than for years. Atlanta
real estate has more of a fixed value than any
other city, perhaps in the south. When a
holder wishes to sell if he places a reasonable
price on his property, it goes off very much like
a bale of cotton or a government bond. We
want only a few days to find buyers for good
property at their real worth. We look for it
in our hands. Of course many people are easily
excited, and if a neighbor sells his place for a
good price he imagines there is a Birmingham
boom and he makes up his mind to sell his
property at 50 or 75 per cent. But as a rule most people
who have property for sale are satisfied with a
reasonable price and as the result we have had
our hands full, selling by
daylight and making out deeds by night.
Quite a number of non-residents have made
purchases by corresponding with us and with-
out seeing the property, in each instance we
can today recall the property at from 25 to 100
per cent advance on price paid. We look for
more trading in real estate this year in Atlanta
than in any three years heretofore, and we
confidently expect a steady advance through-
out the year."

SAMUEL M. GOODE.

"The market improves daily. The demand
for all classes of property continues. Homes
are in demand and speculators are on hand
looking out for bargains. The sales of the
week have been interfered with by the inclem-
ent weather, but many transactions have been
concluded and some very important negotia-
tions pending. If next week brings us a
bright sun, by Saturday the sales will be many.
Strangers come and write from all directions
in the south, north and west. An investment
agent from Omaha, Nebraska, telegraphs me
that he has written to the Omaha syndicate
ready to take a certain property shown him in
West End at \$5,000, but it had already been
sold. A Barnesville man makes offer for a sub-
urban place at \$3,500. A Chicago firm,
Messrs. Leggett & Co., write for 75,000 acres
pine lands. A Montgomery gentleman is
inspecting suburban homes for from \$1,000 to
\$7,000, and inquiries and offers come from all
directions. This inquiry and interest from
outsiders is not greater than that from
our home people. In this direction a new
horse car line is discussed, in another a dummy
line, in another a park or a manufactory, in
still another a suburban town. This man is
planning for a home, that one for an invest-
ment that will pay. One proposes to build
houses to rent to colored people or to white at
from \$5 to \$15, and another to erect a block of
handsome brick flats or tenement houses to
lease to the best class of tenants at large
prices. Thus it is the excitement
is gradually coming on, and the result
must be that a great many transfers of real
estate will be made during this spring and sum-
mer. Not only is the purchasing demand good,
but the number of persons looking for houses
to rent is great. This afternoon a number of
gentlemen from Ohio were in the office to-
day and one of them was in the office to-
day or lease a site for a soap factory, and we
have about located them out on Marietta
street. Our lists of property are being added
to daily and hourly by persons wishing us to
sell and rent their property, and with the gen-
eral confidence which everybody
manifests in Atlanta, we cannot fail to
have an exceedingly active market."

WHAT OTHER AGENTS SAY.

Messrs. Leak & Lyle have been busy all
the week. The demand with them continues and
if the weather turns off clear they expect to
do a good business next week.

Frierson & Scott answered a great many in-
quiries last week. Notwithstanding the rain,
their office has presented a lively scene. These
gentlemen are sanguine of the future.

Mr. Harry Krouse says the outlook is very
favorable and while he does not want to see
boom, still he is of the opinion that Atlanta
will witness an unusually brisk demand in
real estate and that values will be firm.

"Rough on Piles."

Why suffer Piles? Immediate relief and
complete cure guaranteed. Ask for "Rough on
Piles." Sure cure for itching, protruding,
bleeding, or any form of Piles. 50c. At Drug-
gists or Mailed.

ST. JOHN

JEWELER.

66 WHITEHALL ST.

Full lines of Watches, Diamond, Jewelry, Silver-
ware, Clocks, Cans, Bronzes, Art Goods, etc.

AT THE LOWEST POSSIBLE PRICES.

And every article guaranteed strictly as rep-
resented.

BEAUTIFYING ATLANTA.

What Governor Gordon Thinks Will En-
hance the Looks of the City.

Governor Gordon was engaged in conver-
sation with several prominent citizens of Atlanta
his office Saturday, when reference was
made to the feasibility of dispensing with fencing
in front of private residences. Governor
Gordon became quite animated over the sub-
ject, and attempted to show that instead of the
harmony of the principal residence streets of
the city being marred with all sorts and sizes
of fences, if they were dispensed with entirely,
the streets would bear the resemblance to a
continuous park, dotted here and there by the
houses, which would have a pleasing effect to
the eye.

A CONSTITUTION reporter sought Governor
Gordon and asked:

"General, I want to ask you what was the
nature of the suggestions you made as to a plan
for beautifying the city of Atlanta without ex-
pense?"

"My suggestion," replied Governor Gordon,
"would apply to every city and town where a
stock law prevails; but they were especially
made with reference to Atlanta, because the
persons to whom I was talking are interested
in Atlanta. The suggestion is simply to dis-
pense entirely with the fencing around the
front yards and lawns."

"How was the suggestion received?"

"About as you would suppose. Some were
favorable and others opposed to it. Of course
such a radical change would naturally meet
with more or less disfavor at first, but it will
finally be very generally adopted."

"Upon what do you base your expectation
that this plan will be finally adopted?"

"Because it is the sensible thing to do. There
are so many reasons in its favor and so few
against it that it must command itself to prop-
erty holders. You perceive at once that it
would save a heavy expense. Many of the
yards and lawns are inclosed with iron railing
or other expensive fencing. But the prime
reason is, that dispensing with fencing would
add immensely to the beauty of the city. Take
any of our principal streets where the resi-
dences are built to as to leave a lawn in front
—Peachtree or Washington streets or Capitol
avenue, for instance. Just imagine all the
fences removed. Do you not perceive that it
would convert these streets into the appear-
ance of a great park at once?"

"Wouldn't this plan conflict with the rights
of property holders?"

"No, the rights of property would remain
the same, and the dividing lines could be
marked by very low hedges, which would in
no respect mar the harmony of the whole. A
landscape gardener could then take whole
streets, or at least blocks, into consideration
in making his plans, whereas now there is no pos-
sibility of his doing more than plan for the
few feet of breadth embraced in each separate yard.
The value of the fencing would naturally pay
the expense of the ornamentation of the
grounds. Whenever it is tried the citizens will
be delighted with the change and astonished at
the enhanced beauty of the city. If any dozen
gentlemen residing on adjoining lots would
adopt the plan others would follow, and this
city would become still more noted for the
beauty of its residences and grassy yards or
lawns."

PIEDMONT FAIR ASSOCIATION.

Correspondence Opened with Other Fair
Associations—Additional Members.

The projectors of the Piedmont Fair associa-
tion have written to various fairs for their
premium lists, plans of building and general
information as to holding fairs. They have
opened correspondence also with the famous
racing clubs with a view of getting some fam-
ous horses into Georgia during October. They
can, of course, do nothing towards building
until the Driving park has located its grounds.
We are requested to add the following names
to the membership of the Exposition company:
Messrs. Frierson & Scott and Grant Wilkins.
These names carry the membership to over
100. It is probable that it will soon reach one hun-
dred, which will give it a capital stock of
\$50,000.

Fanny Davenport.

Tonight will begin the engagement of that
brilliant American actress in the master piece
of the famous French dramatist, Victorien Sardou,
"Fedora," probably the best drama ever pre-
sented on the stage of our country. The Dramatic
News thus chronicled the impression made by the
play at New York. "It is a play of fire. It deals with the
passions of mankind, and it deals with them in a broad,
sweeping fashion, that carries all before it like
the force of a mountain torrent. She (Miss Daven-
port) had evidently devoted the greatest study to
every detail of the business. Her success was
complete. At the end of the second act the audi-
ence awarded her a hearty cheer, at the third,
she drew vociferously enthusiastic and re-
called her three times, while at the close of the
grand scene the fourth act, they rose in their
seats and cheered. Miss Davenport is to be con-
gratulated."

To that we may add, "Fedora" is the incarnation
of all feminine charms and defects. Don't fail to
see it. It is the greatest performance of this
difficult heroine.

WEST AND GOLDSMITH.

Real Estate, 25 Peachtree.—The Greatest
Bargain in City Vacant Property

Is the eleven acre tract near the location of the
new union passenger depot, on Marietta street.
This property can be bought Saturday at half its
value. The magnates of the leading railroads
having owned and decided upon this location, all
property in this vicinity will greatly enhance in
value. Much of it has already been sold at double
the price fixed on it a week ago, and the property
can be bought today at the low price placed on it a
few days. Take it, or lose it, your money in
thirty days. West & Goldsmith.

German Loan and Banking Company.

At the last session of the legislature a charter
was granted to the Germania Loan and Bank-
ing Company.

The business of said company will be the
loaning of money on real estate and other col-
lateral repayable in monthly installments or
otherwise.

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a certainty of a handsome return. The stock
is payable in installments of \$2.50 per share
per month, the payments to cease at the expira-
tion of 40 months, when the par value of each
share will be \$100. The stock will be issued in
sums as low as one share.

Parties desiring to subscribe to the stock,
would do well to call on Jacob Haas or Peter
F. Clarke at their office, Room 8, Gate City
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digestion, flatulency, loss of appetite, headache,
insomnia, general debility, want of vitality,
nervous prostration, etc., etc. For sale by
Rankin & Lamar, Atlanta, Ga.

Read Carefully.

Sam'l W. Goode & Co.'s large list of real estate bar-
gains in their special column today.

Commencement Exercises.

Georgia College of Eclectic Medicine and Sur-
gery, Leggett's opera house, Wednesday, March 23,
7 o'clock. If you want one send at once to
Monarch Laundry Works, 20 Randolph St., Chicago,
Illinois.

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On Atlanta real estate. Interest 5 per cent.

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